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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
EASTERN DIVISION**

SREAM, INC,

Plaintiff,

v.

T AND H INVESTMENT GROUP, INC  
d/b/a "THE HOOK UP PIPE"; JOSE  
RAMIREZ d/b/a "FAMOUS TOBACCO  
SHOP"; APYG, INC. d/b/a "THE ART OF  
VENICE", and DOES 1-10 INCLUSIVE,

Defendants.

Case No. 5:14-cv-00022-JGB-SP

**STIPULATED FINAL JUDGMENT  
AND PERMANENT INJUNCTION  
AGAINST APYG, INC. d/b/a "THE  
ART OF VENICE"**

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**JUDGMENT**

**FINAL JUDGMENT AND PERMANENT INJUNCTION**

This Court, having made the following findings of fact and conclusions of law pursuant to the parties' stipulation:

A. Plaintiff Sream, Inc. ("Sream" or "Plaintiff") filed suit against Defendant APYG, Inc. d/b/a "The Art of Venice" ("APYG"), alleging that APYG violated Sream's rights under 15 U.S.C. §§ 1114, 1116, 1125(a), (c), and (d), and Cal. Bus & Prof. § 17200 *et seq.* ("Action");

B. The Parties entered into a settlement agreement as of March 6, 2014 ("Settlement Agreement"), which requires entry of the stipulated judgment set forth herein;

And good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. That judgment be entered in favor of Sream against APYG on all claims.

2. For the purposes of binding preclusive effect on APYG as to future disputes with respect to the Action or Settlement Agreement between APYG on the one hand and Sream on the other hand, and only for such purposes, APYG admits the following:

a. Mr. Martin Birzle is now, and has been at all times since the dates of issuance, the owner of United States Trademark Registration Nos. 2,235,638; 2,307,176; and 3,675,839 (the "RooR Marks") and of all rights thereto and thereunder.


b. Since at least 2011, Plaintiff Sream has been the exclusive licensee of the RooR Marks in the United States. Mr. Brizle has been granted all enforcement rights to Sream to sue for obtain injunctive and monetary relief for past and future infringement of the RooR Marks.

c. APYG, by the actions described in the complaint, has infringed upon the RooR Marks.

3. APYG, and those on APYG's behalf, including their owners, shareholders, principals, officers, agents, servants, employees, independent contractors, and partners, are permanently enjoined from using the term "Sream" and confusingly similar terms (collectively, the "Injunction").

5. This Court (or if this Court is unavailable, any court within the Central District of California) shall retain jurisdiction over all disputes between and among the Parties arising out of the Settlement Agreement and Injunction, the Stipulation which includes the Injunction, and this final judgment, including but not limited to interpretation and enforcement of the terms of the Settlement Agreement.

IT IS SO ORDERED.

  
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Hon. Jesus G. Bernal  
United States District Court Judge